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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Keith Iyon Wade, Vincent Espinoza, and
Paul Gammel, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

Defender Security Company, an Indiana
Corporation, and Does 1 through 100,

Defendants.

Case No.: 2:15-cv-7142 CAS-JC
CLASS ACTION

**REVISED [~~PROPOSED~~] FINAL
APPROVAL ORDER AND
JUDGMENT**

Date: October 24, 2016

Time: 10:00 a.m.

Crtrm: 5

Judge: Hon. Christina A. Synder

Based on the papers filed in Support of Final Approval of the Proposed Settlement, the Final Fairness Hearing, and good cause shown, and the Court expressly finding that there is no just reason for delay, IT IS HEREBY ORDERED:

1. The Joint Stipulation of Class Action Settlement attached as Exhibit 1 to the Declaration of David Spivak in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (ECF Docket No. 25-3), including the Exhibits ("Settlement Agreement") and preliminarily approved by this Court in its Order

1 dated May 23, 2016 (ECF Docket No. 28) and the definition of words and terms
2 contained therein are incorporated by reference in this Order. The terms of this
3 Court's Preliminary Approval Order are also incorporated by reference in this
4 Order.

- 5 2. This Court has jurisdiction over the subject matter of the Action and over the
6 Parties, including all members of the following Settlement Class certified for
7 settlement purposes in this Court's Preliminary Approval Order:

8 All persons employed in California by any of the Released Parties as
9 security technicians, including but not limited to ADT Security Technicians,
10 Lead Security Technicians, Security Advisors and other comparable
11 positions at any time during the period between January 1, 2012, up to and
including the date the Court grants preliminary approval of the Settlement.

- 12 3. The Court hereby finds that the Settlement Agreement is the product of arm's
13 length settlement negotiations among Plaintiffs, Class Counsel and Defendant.

- 14 4. The Court hereby finds and concludes that Class Notice was disseminated to
15 members of the Settlement Class in accordance with the terms set forth in the
16 Settlement Agreement in compliance with this Court's Preliminary Approval Order.

- 17 5. The Court further finds and concludes that the Class Notice and Settlement Award
18 distribution procedures set forth in the Settlement Agreement fully satisfy Rule
19 23 of the Federal Rules of Civil Procedure and the requirements of due process,
20 was the best notice practicable under the circumstances, provided individual notice
21 to all members of the Settlement Class who could be identified through reasonable
22 effort, and support the Court's exercise of jurisdiction over the Settlement Class as
23 contemplated in the Settlement and this Order.

- 24 6. This Court hereby finds and concludes that the notice provided by Defendant to
25 the appropriate state and federal officials pursuant to the Class Action Fairness
26 Act of 2005, 28 U.S.C. § 1715, fully satisfied the requirements of that statute.

- 27 7. The Court hereby finally approves the Settlement Agreement and the Settlement
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1 contemplated thereby, and finds that the terms and conditions constitute, in all
2 respects, a “fair, reasonable and adequate” settlement as to all Settlement Class
3 Members in accordance with Rule 23(e) of the Federal Rules of Civil Procedure,
4 and directs its consummation pursuant to its terms and conditions.

5 8. The Court reserves jurisdiction over all matters arising out of the Settlement
6 Agreement.

7 9. The Court confirms the appointment of Plaintiffs: Keith Iyon Wade, Vincent
8 Espinoza, and Paul Gammel. as Class Representatives;

9 10. The Court confirms the appointment of David Spivak of The Spivak Law Firm,
10 Walter Haines of the United Employees Law Group, Peter R. Dion-Kindem of Peter
11 R. Dion-Kindem, P.C., Lonnie C. Blanchard, III of The Blanchard Law Group,
12 APC, and Daniel J. Yourist of the Yourist Law Corporation, APC as Class Counsel;

13 11. The Court approves Class Counsel’s application for \$700,000 in attorney’s fees.

14 12. The Court approves Class Counsel’s application for costs for a total of \$13,166.88,
15 which shall be paid as follows:

- 16 a. \$7,928.92 to the Spivak Law Firm;
17 b. \$47.50 to United Employees Law Group;
18 c. \$1,903.21 to Peter R. Dion-Kindem, P.C.;
19 d. \$1,836.97 to The Blanchard Law Group, APC; and
20 e. \$1,450.28 to the Yourist Law Corporation, APC.

21 13. The Court approves the Class Representative Enhancement Payments of \$7,500 to
22 each of the three Class Representatives: Keith Iyon Wade, Vincent Espinoza, and
23 Paul Gammel.

24 14. The Court approves the payment of Settlement Administration Costs of \$8,400 for
25 Claims Administration to CPT Group, Inc.

26 15. The Court approves an award of \$5,000 in civil penalties under the Labor Code
27 Private Attorney General Act of 2004 (Labor Code § 2698 *et seq.*), of which \$3,750
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1 will be paid to the Labor and Workforce Development Agency (“LWDA”) and
2 \$1,250 of which will be included in the Net Settlement Amount, as defined in the
3 Settlement Agreement.

4 16. The Settlement Agreement is not an admission by Defendant or by any other
5 released party, as defined in the Settlement Agreement. Nor is this Order a finding
6 of the validity of any allegations or of any wrongdoing by Defendant or any other
7 released party, as defined in the Settlement Agreement. Neither this Order, the
8 Settlement Agreement, nor any document referred to herein, nor any action taken to
9 carry out the Settlement Agreement, may be construed as, or may be used as, an
10 admission of any fault, wrongdoing, omission, concession, or liability whatsoever
11 by or against Defendant or any of the other released parties, as defined in the
12 Settlement Agreement.

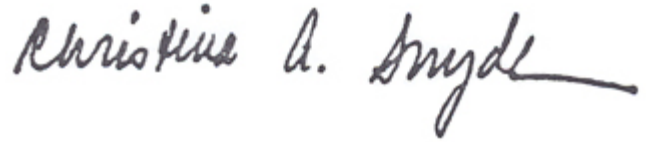
13 17. Final Approval shall be with respect to: All persons employed in California by any
14 of the Released Parties as security technicians, including but not limited to ADT
15 Security Technicians, Lead Security Technicians, Security Advisors and other
16 comparable positions at any time during the period between January 1, 2012, up to
17 and including May 23, 2016 who had not opted out of the Settlement Agreement.

18 18. Defendant shall pay Class Members pursuant to the procedure described in the
19 Settlement Agreement. Defendant shall have no further liability for costs, expenses,
20 interest, attorneys’ fees, or for any other charge, expense, or liability, except as
21 provided by the Settlement Agreement.

22 19. The releases provided for in the Settlement Agreement shall be and are effective as
23 of the Effective Date of the Settlement Agreement, as defined in the Settlement
24 Agreement.

25 20. Finding that there is no just reason for delay, the Court orders that this Final
26 Approval Order and Judgment shall constitute a final judgment pursuant to
27 Rule 54 of the Federal Rules of Civil Procedure that is binding on the parties
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1 and the Settlement Class. The Clerk of the Court is directed to enter this Order on
2 the docket forthwith.



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4 Dated: __October 24, 2016

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6 Hon. Christina A. Synder
7 United States District Judge
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